

Exhibit B

Document title:	Submitter Terms of Service - Version 8 - Shutterstock Contributor Support and FAQs
Capture URL:	https://support.submit.shutterstock.com/s/article/Submitter-Terms-of-Service-version-8?language=en_US
Page loaded at (UTC):	Thu, 28 Apr 2022 22:18:54 GMT
Capture timestamp (UTC):	Thu, 28 Apr 2022 22:18:56 GMT
Capture tool:	2.37.0
Collection server IP:	54.174.78.137
Browser engine:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/93.0.4577.0 Safari/537.36
Operating system:	linux x64 (Node v14.17.0)
PDF length:	8
Capture ID:	9PACsxBzeRfFoZsFvGczUW
User:	msk-general

Ask us a question, or enter a keyword

[Legal Center](#) > [Terms of Service](#)

Submitter Terms of Service - Version 8

July 30, 2015 - April 22, 2019

Shutterstock, Inc. ("Shutterstock") operates a global marketplace for stock media. Shutterstock's customers pay a fee to license content from the Shutterstock websites (collectively, "Shutterstock Websites").

The following Terms of Service ("TOS") is a legally binding, non-exclusive agreement between you and Shutterstock. Please read the TOS carefully and be sure you understand it fully. The TOS describes and controls your legal relationship with Shutterstock, the rights you are granting to Shutterstock in any photographs, images, vectors, moving images, animations, films, videos, audiovisual works or other media together with any associated keywords, metadata and/or titles submitted by you to Shutterstock (collectively, "Content"), and the uses Shutterstock may make of the Content.

1. Overview

- By submitting any Content to Shutterstock, you grant to Shutterstock a worldwide, non-exclusive right and license to reproduce, prepare derivative works incorporating, publicly display, sublicense, sell, advertise and market any Content uploaded by you and accepted by Shutterstock, until this Agreement is terminated as herein provided. You also give permission to Shutterstock to add, modify or remove information related to your Content in order to manage and license such Content.
- You grant Shutterstock a worldwide, non-exclusive right to use your name, display name and Content in connection with Shutterstock's marketing and promotional activities without the payment of any compensation to you. Shutterstock, in the exercise of its discretion, may refrain from any or all of the foregoing without any liability to you.
- Shutterstock shall have the right, but not the obligation, to license all Content to its customers for use in accordance with license agreements entered into by Shutterstock, including but not limited to Shutterstock, Inc. Terms of Service License Agreements (collectively, "Licenses").

2. Ownership of Content

The copyrights in all Content remain with the copyright owner, and nothing in the TOS shall be construed as a transfer of copyright to Shutterstock. However, by submitting Content to Shutterstock, you expressly waive any artists' authorship rights or any droit moral that you would otherwise have under the laws of the State of New York, United States Copyright Act or similar laws of any jurisdiction, so that customers may use your Content in accordance with the Licenses issued by Shutterstock.

3. Releases

- You agree to provide valid and accurate model releases for all Content you contribute to Shutterstock that, in Shutterstock's judgment, contains an identifiable face or identifiable human figure or other identifiable attribute including, without limitation, voice, appearance, or likeness. You also agree to provide valid and accurate property releases to Shutterstock for all Content that requires such releases, which determination shall be made in Shutterstock's sole discretion. All releases shall be electronically delivered to Shutterstock with the Content. Content without a release that depicts an identifiable person and/or requires a property release may be accepted for "Editorial Use Only" by Shutterstock in its sole discretion.
- You agree that you are solely responsible for retaining all original releases and maintaining complete and accurate release records.
- The submission of falsified, inaccurate or otherwise defective model releases is a material breach of the TOS. Releases submitted by you shall not contain any terms inconsistent with the TOS or contain any restrictions not

Related Articles

[Submitter Terms of Service - Version 9](#)[Submitter Terms of Service - Version 7](#)[Submitter Terms of Service - Version 4](#)[Submitter Terms of Service - Version 1](#)[Submitter Terms of Service - Version 2](#)

releases to Shutterstock for all content that requires such releases, which determination shall be made in Shutterstock's sole discretion. All releases shall be electronically delivered to Shutterstock with the Content. Content without a release that depicts an identifiable person and/or requires a property release may be accepted for "Editorial Use Only" by Shutterstock in its sole discretion.

- b. You agree that you are solely responsible for retaining all original releases and maintaining complete and accurate release records.
- c. The submission of falsified, inaccurate or otherwise defective model releases is a material breach of the TOS. Releases submitted by you shall not contain any terms inconsistent with the TOS or contain any restrictions not contained in the Shutterstock releases located at the Shutterstock Legal Center (/legal/).
- d. You agree that Shutterstock may furnish copies of releases to customers, as necessary, in order to respond to any potential or actual legal action, to comply with applicable laws, regulations, and/or union reporting requirements, or any other reason Shutterstock deems reasonable in its sole discretion.
- e. You agree that all Content submitted by you for "Editorial Use Only" shall faithfully depict the subject and be accompanied by accurate titles and keywords. You also understand and agree that certain "Editorial Use Only" Content may require an attestation of authority from a third party granting Contributor's right to record such Content (a "Credential"). You will provide Shutterstock evidence of such Credentials upon request.
- f. You agree that Shutterstock may permit Content designated "Editorial Use Only" to be used in a non-Editorial manner at Shutterstock's sole discretion (e.g., Shutterstock may permit a customer to use Content designated "Editorial Use Only" for commercial purposes where the customer obtains the necessary rights and clearances for such use).

4. Accounts

- a. You agree to provide true and complete information relating to your Shutterstock contributor account and Content, including but not limited to information relating to the date, location and equipment used in connection with creation of the Content;
- b. By opening a Shutterstock account, you express your consent to the Shutterstock Privacy Policy, which is incorporated herein by reference and governs Shutterstock's collection, processing, storage and transfer of the Content and data submitted by you, including data relating to you, your account, your Content or other information related to the foregoing ("Personal Data"). You agree that your Personal Data may be collected, processed, stored, and transferred to jurisdictions other than your home jurisdiction.
- c. Shutterstock has the right to refuse to establish an account or to close any existing account, for fraud, intellectual property infringement, violation of a third party's rights including those of privacy or publicity, artificially inflating downloads, submission of material that is obscene in nature, violent or that might be construed as defamatory, failure to comply with Shutterstock's guidelines as may be amended from time to time, for any breach of the terms of this or any other agreement that you have with Shutterstock, or for convenience.
- d. Shutterstock will terminate your account no later than ninety (90) days following its receipt of a written request from you. For the sake of clarity, before the termination of your account is made effective by Shutterstock, your Content will remain available for license by Shutterstock customers. Notwithstanding the foregoing, in the event that Shutterstock materially modifies the TOS and does not provide you with prior notice, you may terminate your account within thirty (30) days of the effective date of such modifications.
- e. You may remove Content from your account at any time, provided that in any ninety (90) day period, you remove no more than (i) 100 items of Content; and (ii) 10% of your Content, whichever is greater.
- f. If your account is terminated for any reason, you must obtain written authorization from Shutterstock prior to establishing another account. You may not have more than one active contributor account at any time without the written consent of Shutterstock in each instance.
- g. You may not submit identical Content to more than one account without the prior written consent of Shutterstock.

5. Content

- a. Shutterstock has the right to refuse to accept or to remove Content from the Shutterstock Websites for any reason. Shutterstock will remove Content if Shutterstock believes that such Content may (in Shutterstock's sole discretion) subject Shutterstock or any of its officers, managers, directors or employees to legal action or if the Content violates the TOS. Notwithstanding the foregoing and subject to Shutterstock's discretion, Content removed by you or opted out by you for any reason may be available for license to those customers that previously downloaded "comp" versions of the removed Content.
- b. Shutterstock shall use reasonable efforts to cause Content removed from or opted out from Shutterstock Websites to be removed from the websites of any Shutterstock affiliates or partners (including co-branded websites) within ninety (90) days of the removal of the subject Content from the Shutterstock Websites.
- c. Licenses issued by Shutterstock for any Content that is later removed from the Shutterstock Websites will remain in full force and effect.
- d. Shutterstock may advertise and/or market your Content on social media platforms including Facebook, Instagram, Tumblr, Twitter, and similar sites and the applications related thereto.

- b. Shutterstock shall use reasonable efforts to cause Content removed from or opted out from Shutterstock Websites to be removed from the websites of any Shutterstock affiliates or partners (including co-branded websites) within ninety (90) days of the removal of the subject Content from the Shutterstock Websites.
- c. Licenses issued by Shutterstock for any Content that is later removed from the Shutterstock Websites will remain in full force and effect.
- d. Shutterstock may advertise and/or market your Content on social media platforms including Facebook, Instagram, Tumblr, Twitter, and similar sites and the applications related thereto.

6. Usage Restrictions

- a. Unless you "opt out" (please see "[Your Account](#)"), Shutterstock shall have the right to issue an "Enhanced License" with respect to your Content. Customers who purchase an Enhanced License shall have the right to make broader use of your Content. For example, there are no limitations on the number of times an Enhanced License customer can reproduce Content. Please read and familiarize yourself with the terms of the [Terms of Service, Enhanced License](#).
- b. Unless you "opt out" (please see "[Your Account](#)"), Shutterstock shall have the right to license your Content in accordance with a Premier License (or the equivalent). The Premier License includes so-called "Sensitive Use" rights. Sensitive Uses are those uses that depict a person in a manner that a reasonable person might consider offensive, controversial or unflattering.
- c. Shutterstock will not license Content for use in connection with matter that is pornographic, defamatory or deceptive, or in a manner that could be considered libelous, obscene, or illegal in nature.

7. Content Submission Guidelines

- a. You agree to follow [Shutterstock's Contributor Guidelines](#), which are deemed incorporated herein and made a part hereof by this reference. The submission of Content that does not adhere to [Shutterstock's Contributor Guidelines](#) may result in the termination of your Shutterstock account.

8. Forum Guidelines

- a. You agree to follow [Shutterstock's Forum Guidelines](#). Any activity by you on Shutterstock's forum (please see "[Forum for Contributors](#)") which does not adhere to [Shutterstock's Forum Guidelines](#) may result in the termination of your Shutterstock account. The terms of [Shutterstock's Forum Guidelines](#) are deemed incorporated into and made a part of the TOS by this reference.

9. Compensation

- a. Shutterstock shall pay you a royalty for each unique download of Content for which Shutterstock receives payment. The current royalty rates are set forth on the [Earnings Schedule](#), which schedule is incorporated herein by reference. If a customer downloads the same item of Content more than once, you will be paid once only. Please note that there may be a reporting delay for customer downloads reflected in your Shutterstock contributor account.
- b. Royalty payments and accompanying statements will be issued monthly, on or about the 15th day of each month, for the previous month's downloads. Payments are automatic and do not need to be requested.
- c. There is a minimum payout rate per accounting period of: i) Thirty Five US Dollars (USD 35.00) for electronic payments; and ii) Five Hundred US Dollars (USD 500.00) for payment by check (the "Payout Minimums"). If during an accounting period, you haven't reached the Payout Minimums, your compensation will be rolled over into the next accounting period. If you cancel your account prior to accrued earnings in your royalty account reaching the applicable Payout Minimum, you thereby forfeit such royalties.
- d. If your account is terminated for a breach of the material terms of the TOS, in addition to its other rights at law or in equity, Shutterstock shall have the right to retain any royalties and/or other compensation otherwise payable to you hereunder as liquidated damages.
- e. You may not use the Shutterstock service as a means of transferring your Content to a single customer or to a small number of customers nor may you download your own Content. Such activity constitutes a material breach of the TOS. If you engage in such activity, Shutterstock may avail itself of all rights it has hereunder, including but not limited to terminating your account and/or retaining any accrued but unpaid royalties.
- f. Shutterstock may recoup royalties paid to you in connection with refunds issued by Shutterstock by deducting applicable royalties credited to your account. Credit card chargebacks will be treated in the same manner as refunded subscriptions. Shutterstock does not deduct the amount credited to your account for refunds and chargebacks in connection with any license, but it reserves the right to change this policy at any time. Such change shall not constitute a material modification to the TOS. Shutterstock shall notify you of any such change with an announcement on your login page.
- g. If Shutterstock makes an overpayment of royalties or other compensation to you for any reason, Shutterstock shall have the right to deduct the amount of such overpayment from your accrued royalties or to demand the immediate repayment of such overpaid royalties or other compensation.

subscriptions. Shutterstock does not deduct the amount credited to your account for refunds and chargebacks in connection with any license, but it reserves the right to change this policy at any time. Such change shall not constitute a material modification to the TOS. Shutterstock shall notify you of any such change with an announcement on your login page.

g. If Shutterstock makes an overpayment of royalties or other compensation to you for any reason, Shutterstock shall have the right to deduct the amount of such overpayment from your accrued royalties or to demand the immediate repayment of such overpaid royalties or other compensation.

h. If you receive your payments through an online payment processing service (e.g., Paypal or Moneybookers) you may not share your online payment processing service account with another Shutterstock contributor. Shutterstock's obligation to make payment to you hereunder shall be fulfilled by making payment to the online payment processing service designated by you.

10. Referral Programs

a. If you refer other content contributors to Shutterstock and the contributor identifies you to Shutterstock as the referring party pursuant to Shutterstock's referral program, you will be paid a royalty as set forth on the [Earnings Schedule](#). Any referrer royalties credited to your account from a subscription that is later refunded or charged back to Shutterstock will be deemed to be an overpayment of royalties to you. Shutterstock reserves the right to withhold payments due to you under the Shutterstock referral program for up to 90 days from the date the referred contributor establishes its Shutterstock account.

b. If you refer a customer to Shutterstock and the customer identifies you to Shutterstock as the referring party, your royalty account will be credited as specified on the Earnings Schedule. You will not receive a royalty for any renewals or subsequent purchases by the customer you referred. Any referrer royalties credited to your account from a subscription that is later refunded or charged back to Shutterstock will be deemed to be an overpayment of royalties to you. Shutterstock reserves the right to withhold payments due to you under the Shutterstock referral program for up to 90 days from the date the referred customer establishes its Shutterstock account.

11. Taxes

a. If you are a "US Person" as said term is defined by the Internal Revenue Service ("IRS"), a signed and completed IRS Form W-9 must be submitted to Shutterstock for Shutterstock to make payments to you. A W-9 is used to certify under penalty of perjury that your social security number is correct and that you are not subject to backup withholding taxes.

b. Foreign persons might be subject to U.S. income tax on income they receive from U.S. sources. If you are a "Foreign Person" as said term is defined by the IRS, a signed and completed IRS Form W-8 must be submitted to Shutterstock in order for you to claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the United States has an income tax treaty.

For more information, please see the Tax Center (</legal/taxes/>).

12. Shutterstock Trademarks

a. For the purposes of the TOS, the term, "Trademark(s)" means all common law or registered trademarks, logos, service marks, trade names, Internet domain names, or other indications of origin now or in the future used by Shutterstock.

b. Nothing contained herein grants or shall be construed to grant you any rights to use any Shutterstock Trademarks.

c. You agree that you will not use Shutterstock's Trademarks in any manner that might tarnish, disparage, or reflect adversely on such Trademarks or Shutterstock. Nor will you contest or otherwise challenge (e.g., in any legal action or otherwise), or assist or encourage any other person or entity to contest or challenge, the validity of any of Shutterstock Trademarks or the Trademark rights claimed by Shutterstock.

d. You agree that you will not use any Shutterstock Trademarks or any variant thereof including misspellings) as a domain name or as part of a domain name regardless of the top-level domain, as part of a blog name or social media handle or channel, or as a metatag, keyword, or any other type of programming code or data.

e. You may not at any time, adopt or use, without Shutterstock's prior written consent any word or mark which is similar to or likely to be confused with Shutterstock's Trademarks.

f. The look and feel of the Shutterstock Websites, including all page headers, custom graphics, button icons, and scripts, is the trade dress and/or trademark or service mark of Shutterstock and may not be copied, imitated or used, in whole or in part, without the prior written consent of Shutterstock.

g. You may not frame or hotlink to the Shutterstock Websites or to any item of Content other than your own without the prior written consent of Shutterstock.

h. All rights in and to Shutterstock's Trademarks not expressly granted to you hereunder are reserved by Shutterstock.

13. Copyright Infringement Claims

a. You hereby grant Shutterstock the right and authority to take such steps as Shutterstock deems commercially

whole or in part, without the prior written consent of Shutterstock.

g. You may not frame or hotlink to the Shutterstock Websites or to any item of Content other than your own without the prior written consent of Shutterstock.

h. All rights in and to Shutterstock's Trademarks not expressly granted to you hereunder are reserved by Shutterstock.

13. Copyright Infringement Claims

a. You hereby grant Shutterstock the right and authority to take such steps as Shutterstock deems commercially reasonable to protect Shutterstock's rights in the Content.

b. In the event that you believe Content has been misused, you shall take no action without providing notice of such misuse to Shutterstock and receiving Shutterstock's prior written consent to such action.

c. While Shutterstock takes commercially reasonable steps to ensure that the rights of its Contributors are not violated by customers or other parties, Shutterstock has no obligation to pursue legal action against any alleged infringer of any of your rights in and to any Content.

14. Representations and Warranties

You represent and warrant that:

a. you have the full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder;

b. you are under no legal disability or contractual restriction that prevents you from entering into this agreement

c. you are at least 18 years of age;

d. the Content and all parts thereof are owned and/or controlled by you, unencumbered and original works and are capable of copyright protection in all countries where copyright or similar protection is available;

e. if the Content contains sound recordings, music and/or lyrics, you own or have acquired all rights to use such sound recordings, music and/or lyrics from the owner of the copyright in such sound recordings, music and/or lyrics.

f. if the Content consists in whole or in part of design elements, fonts, clipart, sprites, vectors, brush tools and the like that are included in design programs (e.g., Photoshop, Daz, Illustrator), the end user license agreement, terms of service or the equivalent license held by you permits you to incorporate such elements in Content created by you, and to license such Content to Shutterstock for the purposes set forth herein.

g. the Content is neither obscene nor defamatory, does not violate any applicable laws and/or regulations, and does not infringe the copyright or any other rights of any third party, including, without limitation, trademark rights and the rights of privacy and publicity.

h. you possess valid Credentials for each item of "Editorial Use Only" Content for which credentials may be required.

i. there is no suit action or claim or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect the Content or which might in any way impair the rights granted by you hereunder; and

j. you will not transmit unsolicited emails or engage in so-called "spamming" to publicize or promote your relationship with Shutterstock or the sale of your Content - nor will you advertise or otherwise publicize your relationship with Shutterstock, nor will you use Shutterstock's Trademarks through the use of search engine advertising and/or marketing.

You acknowledge that such advertising and/or marketing might infringe on the intellectual property rights of Shutterstock and/or third parties. In addition to its other rights and/or remedies under the TOS, Shutterstock shall be under no obligation to pay you any referral fees or other compensation if you violate the terms of this subparagraph.

Shutterstock represents and warrants that:

k. it has the power and authority to enter into this agreement and to fully perform all of its obligations hereunder; and

l. upon making or learning of any claim that is inconsistent with any of the warranties or representations made by you, Shutterstock may send you written notice of such claim, using the email address provided by you to Shutterstock, specifying the details of the claim as then known to Shutterstock.

Pending the determination of such claim, Shutterstock may withhold from royalties and/or other compensation due to you hereunder, such sums as are reasonably related to the probable value of the claim as determined by Shutterstock.

You will cooperate fully with Shutterstock in the defense of any such claims. You may participate in the defense of any claim through counsel of your selection at your own expense.

15. Confidentiality

By submitting any Content to Shutterstock, you acknowledge that you will acquire certain confidential and proprietary information, including but not limited to royalty rates, royalty payments and earnings data (collectively, "Confidential Information"). You agree to keep Confidential Information confidential and to not disclose Confidential Information to

you hereunder, such sums as are reasonably related to the probable value of the claim as determined by Shutterstock. You will cooperate fully with Shutterstock in the defense of any such claims. You may participate in the defense of any claim through counsel of your selection at your own expense.

15. Confidentiality

By submitting any Content to Shutterstock, you acknowledge that you will acquire certain confidential and proprietary information, including but not limited to royalty rates, royalty payments and earnings data (collectively, "Confidential Information"). You agree to keep Confidential Information confidential and to not disclose Confidential Information to any third party other than representatives, agents, attorneys, accountants, auditors and advisors with a bona fide need to know, who shall first agree to keep the terms confidential.

16. Indemnification

a. You agree to indemnify and hold Shutterstock, its subsidiaries, affiliates, directors, officers, and employees harmless from and against any and all claims, losses, damages, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any breach or claimed breach of any of your representations or warranties or any of your obligations under the TOS. You will only be liable for any incidental, consequential, or special damages in the case of third party claims.

b. Shutterstock shall indemnify and hold you harmless from and against any and all claims, losses, damages, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any breach or claimed breach of any of Shutterstock's representations or warranties or any of Shutterstock's obligations pursuant to the TOS. Shutterstock will only be liable for incidental, consequential, or special damages in the case of third party claims.

c. If Shutterstock is the indemnifying party, it shall defend such claims, control litigation, and settle claims in its sole discretion. If a settlement creates a financial obligation for you, it shall require your written consent, which you will not unreasonably withhold or delay. If you are the indemnifying party, Shutterstock shall have the right but not the obligation to assume control of any litigation.

When indemnification is sought due to a legal claim by a third party, the indemnified party shall:

- i. promptly notify the indemnifying party of the claim. If the indemnified party does not notify the indemnifying party, the indemnifying party must still meet its indemnification obligations under the TOS, unless the failure to notify causes material prejudice to the indemnifying party; and
- ii. give the indemnifying party the opportunity to defend the claim with counsel reasonably acceptable to the indemnified party. Counsel that is acceptable to indemnifying party's errors and omissions insurance carrier shall be deemed to be acceptable to indemnified party. The indemnified party agrees to cooperate with the indemnifying party in the defense of any claim, at the indemnified party's expense. If for any reason the indemnifying party does not elect to or fails to defend a claim, the indemnified party may do so at the indemnifying party's sole expense

17. Miscellaneous

a. The relationship of the parties is that of independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties.

b. The TOS contains the entire understanding of the parties with respect to the subject matter covered herein and supersedes any prior agreements with respect to such subject matter.

c. The validity, interpretation and enforcement of the TOS, matters arising out of or related to the TOS or its making, performance or breach, and related matters shall be governed by the internal laws of the State of New York (without reference to choice of law doctrine). Any legal action or proceeding concerning the validity, interpretation and enforcement of the TOS, matters arising out of or related to this TOS or its making, performance or breach, or related matters shall be brought exclusively in the courts of the State of New York in the County of New York or of the United States of America for the Southern District of New York, and all parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues.

d. If any individual term of the TOS is found to be invalid or unenforceable by any legal or regulatory body of competent jurisdiction, such finding will be limited solely to such invalid or unenforceable part, without affecting the remaining parts of such individual term, or any other part of the TOS, so that the TOS shall otherwise remain in full force and effect. The TOS shall be binding upon and shall inure to the benefit of each party and their respective legal representatives, successors in interest and permitted assigns.

e. Shutterstock will not be liable for any damages, including actual, indirect, special, or consequential damages arising from the submission or use of your Content or the termination of your Contributor Account.

f. Please note that Shutterstock reserves the right to modify these terms at any time by an announcement on your login page. You agree to be bound by all such changes. If you do not agree with any of the changes, please remove from Shutterstock, pursuant to the terms herein, all or that portion of your Content to which you do not wish the changes to apply.

supersede any prior agreements with respect to such subject matter.

c. The validity, interpretation and enforcement of the TOS, matters arising out of or related to the TOS or its making, performance or breach, and related matters shall be governed by the internal laws of the State of New York (without reference to choice of law doctrine). Any legal action or proceeding concerning the validity, interpretation and enforcement of the TOS, matters arising out of or related to this TOS or its making, performance or breach, or related matters shall be brought exclusively in the courts of the State of New York in the County of New York or of the United States of America for the Southern District of New York, and all parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues.

d. If any individual term of the TOS is found to be invalid or unenforceable by any legal or regulatory body of competent jurisdiction, such finding will be limited solely to such invalid or unenforceable part, without affecting the remaining parts of such individual term, or any other part of the TOS, so that the TOS shall otherwise remain in full force and effect. The TOS shall be binding upon and shall inure to the benefit of each party and their respective legal representatives, successors in interest and permitted assigns.

e. Shutterstock will not be liable for any damages, including actual, indirect, special, or consequential damages arising from the submission or use of your Content or the termination of your Contributor Account.

f. Please note that Shutterstock reserves the right to modify these terms at any time by an announcement on your login page. You agree to be bound by all such changes. If you do not agree with any of the changes, please remove from Shutterstock, pursuant to the terms herein, all or that portion of your Content to which you do not wish the changes to apply.

g. In the event that you breach any of the terms of this or any other agreement with Shutterstock, Shutterstock shall have the right to terminate your account without further notice, in addition to Shutterstock's other rights at law and/or equity.

h. It is expressly understood and agreed that this TOS is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended by this TOS as to third parties.

By submitting any content to Shutterstock and/or by participating in the forums, you agree to be bound by this TOS, and Shutterstock's [Website Terms of Use](#) and Shutterstock's [Privacy Statement](#), both of which are deemed incorporated herein by this reference.

Effective as of Thursday, July 30, 2015.

Over \$1 billion paid to contributors since 2003

English

Getting Started	Improve your content	Community	Earnings & Taxes	Help & Legal
Submission guidelines Contributor mobile app Model & property releases	The Shot List Contributor blog Video workshops	Contributor Twitter Contributor Instagram Social Media Guidelines	Earnings breakdown Referral program Tax center	Support center Contact us Privacy policy Terms of service

© 2003-2022 Shutterstock, Inc.